

## Amendment 213

### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 213 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 19<sup>th</sup> day of February, 2013, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for Vix staff member, David Barker, to travel from Perth to Seattle to provide technical assistance to King County Metro (KCM) to trouble-shoot certain Driver Display Unit (DDU) issues and submit a written analysis with his findings and conclusions. This work is more fully described in RFI-669-ORCA *David Barker Visit to Seattle June 2012* as approved by the Agencies on June 18, 2012.
- C. The parties agree that the work necessary to provide on-site technical assistance to KCM will be performed and compensated as described below.

## Agreements

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following terms.

### **Section 1.0 Description of Work**

The Contractor will perform all the work necessary to:

- 1.1 Mr. Barker shall travel to/from Seattle, WA per the agreed upon schedule with work to commence on Monday, June 25, 2012 at 5:00 am PDT at a KCM facility.
- 1.2 Mr. Barker shall spend a maximum of forty (40) hours working on-site with KCM staff. This technical assistance shall include:
  - (a) On-board investigation of DDU fault conditions during base yard investigation
  - (b) On-board investigation of DDU fault conditions during revenue service
  - (c) Daily meetings with KCM staff to review issues and identify potential causes and next steps
  - (d) Participation with KCM staff to download DDU logs and provide analysis in real time

### **Section 2.0 Schedule**

- 2.1 The Work described in Section 1.0 will be performed as follows, or modified only with mutual agreement:
  - (a) Monday, June 25 through Friday, June 29, 2012 – provide technical assistance to KCM per the agreed upon daily schedule

### **Section 3.0 Compensation Changes**

3.1 The full amount of additional compensation due for Contractor's performance of the Work required under this Amendment shall consist of the lump sum amount specified in this Section 3.1 and the reimbursement of reasonable travel expenses in accordance with Section 3.3. Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION

### SPECIAL PROGRAMS

<b>LUMP SUM COST</b>
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To provide for David Barker's technical assistance to KCM to trouble-shoot certain DDU issues, "lump sum amount" includes all costs, fees and expenses except reimbursement of reasonable travel expenses in accordance with Amendment 213	
<b>TOTAL</b>	<b>\$8,416</b>

3.2 The lump sum amount agreed to in Section 3.1 is agreed upon by the Parties in the interest of avoiding disputes, including disputes over the number of hours, the rates applied and whether certain types of hours are compensable. The Parties have agreed, without any admissions or concessions but in the interests of compromise and settlement, that the above amount is the full amount due for any and all work added by this Amendment. Provided, however, the Parties further agree that this compromise and settlement does not apply to, and shall not be construed as a controlling precedent for any other Change Orders or Amendments.

3.3 Upon presentation of written receipts and documentation, the Agencies shall reimburse the reasonable actual costs of coach airfare, hotel, per diem meal expenses, and transportation to and from airports; to the extent such expenses were incurred for Mr. Barker's to travel to Seattle for performance of the work of this Amendment. Such expenses shall be billed without any overhead or other markup. Reimbursement of such travel expenses are limited to the eligible costs based on the rates and criteria established in King County Code, Chapter 3.24, which includes the following:.

- a. Air travel shall be by coach class at the lowest price available at the time of a particular trip.
- b. Accommodation rates shall not exceed the Federal Lodging limit for single occupancy plus host city taxes. The Contractor must always request government rates.
- c. Reimbursement for meals shall be limited to the per diem rates established by Federal travel requisitions for the host city in the code of Federal Regulations, 41 CFR § 301, App.A.
- d. For ground transportation, public transportation shall be used when practical. When a shuttle or rental vehicle is reasonably necessary, government rates shall be requested. If the Contractor's staff does not request government rates, the Contractor may be responsible for the difference. Please reference the IRS web site for current rates. <http://www.irs.gov/>.



#### Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two hundred and Thirteen shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

**Vix Technology (USA) Inc.**

By: [Signature]  
Its: General Manager  
Date: 2/14/13

**The Agencies**

By: Candace Carlson  
Their: Operations Manager  
On behalf of the Agencies  
Date: February 19, 2013